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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/626,097	07/23/2003	Paul James Taysom	6647-049	8954
45842 7590 08/04/2009 MARGER JOHNSON & MCCOLLOM, P.C. - NOVELL 210 SW MORRISON STREET SUITE 400 PORTLAND, OR 97204				
EXAMINER LY, CHEYNE D				
ART UNIT		PAPER NUMBER		
2168				
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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary

Application No.

10/626,097

Applicant(s)

TAYSOM, PAUL JAMES

Examiner

CHEYNE D. LY

Art Unit

2168

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
 - If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
 - Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 14 May 2009.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 17-24, 26-30, 32, 44-46, 48, 49, 54, 60-62, 68-70 and 72-76 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 17-24, 26-30, 32, 44-46, 48-49, 54, 60-62, 68-70, and 72-76 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____
- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date _____
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: _____

DETAILED ACTION

1. Applicant's arguments, filed May 14, 2009, with respect to claims 17-24, 26-30, 32, 44-46, 48-49, 54, 60-62, 68-70, and 72-76 have been fully considered and are persuasive. The rejection of claims 17-24, 26-30, 32, 44-46, 48-49, 54, 60-62, 68-70, and 72-76 has been withdrawn.
2. Claims 17-24, 26-30, 32, 44-46, 48-49, 54, 60-62, 68-70, and 72-76 are examined on the merits.
3. The addition of Becka as cited below addresses Applicant arguments in the remarks section, filed December 16, 2008.
4. Further, on pages 12-13 of the remarks section, filed December 16, 2008, Applicant asserts Yin's locators and identifiers are not stored in the contract object. It is noted that Figure 9 describes a Contract class (contract object) comprising at least ContractTypeid from the ContractType object and ContractStatusid from the ContractStatus object. Therefore, Becka, Gorur and Yin as whole describes the argued limitations.

Claim Rejections - 35 USC § 102

5. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless --

(a) the invention was known or used by others in this country, or patented or described in a printed publication in this or a foreign country, before the invention thereof by the applicant for a patent.

6. Claims 17, 44, 77, and 78 are rejected under 35 U.S.C. 102(a) as being anticipated by Becka et al. (US 2003/0074090 A1) (Becka hereafter).

7. In regard to claims 17 and 44, Becka discloses a computer-implemented method for using a contract object (page 2, [0028]), comprising:

Identifying first object (page 2, [0028], e.g. first entity);

Identifying second object (page 2, [0028], e.g. second entity);

Determining a relationship between the first object and the second object (page 2, [0028], e.g. contracts represent agreement between entities within an organization);
using the contract object to represent the relationship between the first object and the second object (page 2, [0028], e.g. contracts represent agreement between entities within an organization);

associating a first rule with the contract object the first rule including a first event that can occur to the first object and a first action (page 2, [0030], e.g. rules use triggers to select events of interest);

receiving the first event (page 2, [0030], e.g. rules use triggers to select events of interest);

accessing the first rule associated with the contract object (page 2, [0030], e.g. rules use triggers to select events of interest); and

updating at least one of the contract object and the second object according to the first action responsive to the first event (page 5, [0067], e.g. update action, and Figure 3, e.g. update an object);

It is noted that Applicant on pages 10-11 of the remarks section, filed December 16, 2008, states that the claimed “the contract object is created and used without participation by a user, the first object, or the second object” as being directed to “an automatic

operation.” Becka discloses a system providing a mechanism that improves operational efficiency through process automation. In one embodiment, process automation is enabled through rules that can be bound to system objects (Abstract) such as contract objects (page 2, [0028], and [0029], e.g. automated action).

In regard to claims 77 and 78, Becka discloses determining a relationship between the first object and the second object includes determining the relationship between the first object and the second object (page 2, [0028], e.g. contracts represent agreement between entities within an organization), the relationship between the first object and the second object having been established without the participation of the first object and the second object. It is noted that Applicant on pages 10-11 of the remarks section, filed December 16, 2008, states that the claimed “the contract object is created and used without participation by a user, the first object, or the second object” as being directed to “an automatic operation.” Becka discloses a system providing a mechanism that improves operational efficiency through process automation. In one embodiment, process automation is enabled through rules that can be bound to system objects (Abstract) such as contract objects (page 2, [0028], and [0029], e.g. automated action).

8. Claims 18, 20, 26, 45, 60, 61, and 68-70 are rejected under 35 U.S.C. 103(a) as being unpatentable over Becka et al. (US 2003/0074090 A1) (Becka hereafter) as applied to claims 17, 44, 77, and 78 above, and further in view of Gorur et al. (April 2003).
9. In regard to claims 18 and 20, Becka describes the claimed invention except for the limitations below. However, Gorur discloses the method comprising:

Identifying a first objection includes identifying a plurality of first objects (Figure 2, especially, Items 222, 224, 226, and 228);

Determining a relationship includes determining a plurality of relationships between each of the first objects and the second object (page 6, [0081, especially, “the interrelationships between contracts and contract participants”); and

Using the contract object includes using a plurality of contract objects to represent the plurality of relationships between the plurality of first objects and the second object (page 6, [0081, especially, “the interrelationships between contracts and contract participants”).

Gorur describes an "invention relates generally to enterprise management, and more specifically to a system and method for improving collaboration between entities in a work environment" (page 1, [0006]) requiring software objects (page 2, [0026]). Becka discloses a system providing a mechanism that improves operational efficiency through process automation. In one embodiment, process automation is enabled through rules that can be bound to system objects (Abstract) such as contract objects (page 2, [0028]).

Therefore, it would have been obvious to one of ordinary skill in the art to modify the software objects of Gorur to improve operational efficiency through process automation as described by Becka.

10. In regard to claim 26, Gorur in view of Becka discloses associating a second rule with the contract object, the second rule including a second event that can occur to the second object and a second action (page 4, [0050], “rules can be defined to produce an action upon the satisfaction of a condition...in the context of an event, such as entering or exiting” and “added or moved”).

11. In regard to claim 60, Gorur in view of Becka discloses receiving the second event (page 4, [0050], “added or moved”); accessing the second rule associated with the contract object (page 4, [0050], “rules can be defined to produce an action upon the satisfaction of a condition...in the context of an event, such as entering or exiting”); and updating at least one of the contract object and the first object according to the second action responsive to the second event (page 4, [0050], “a rule can be defined such that all contract participants are alerted when contract state machine 100 changes state...a participant is notified when they are added or removed as the provider or customer of a contract.”)

12. In regard to claim 61, Gorur in view Becka discloses rules as applied to the plurality of events. Therefore, the alerting when the contract state machine changes state as correspond to the added or removed event as been interpreted as “selecting the second rule from a plurality of rules based receiving the second event occurring to the second object” (participants).

13. In regard to claims 45 and 68-70, Gorur in view Becka discloses the computer readable medium (claim 30) for implementing the above cited method.

14. Claims 19, 21-24, 27-30, 46, 48, 49, and 76 are rejected under 35 U.S.C. 103(a) as being unpatentable over Becka et al. (US 2003/0074090 A1) (Becka hereafter) and Gorur et al. (April 2003) (Gorur hereafter) as applied to claims 17, 18, 20, 26, 32, 44, 45, 60, 61, 68-70, 77, and 78 above, and further in view of Yin et al. (US 2002/0091539) (Yin hereafter).

15. In regard to claims 19, 21, and 46, Gorur in view of Becka describes all the limitations of said claims except for the limitations “each contract object represents the relationship between exactly one of the plurality of first objects and the second object.” Yin describes each contract

object represents the relationship between exactly one of the plurality of first objects and the second object (Figure 9, especially, Contract class, ProviderAccountId (FK), ConsumerAccountID (FK), and ParentContractId(FK)) wherein the schema of Figure 9 represents the mapping between the contract object and the first and second objects. Yin describes “need exists for a method and a system to over come the...short coming of the prior art contract management system and provide a centralized contract system...a multilateral environment” (page 2, column 2, last 3 lines, to page 3, column 1, line 3). Gorur describes an “invention relates generally to enterprise management, and more specifically to a system and method for improving collaboration between entities in a work environment” (page 1, [0006]) requiring software objects (page 2, [0026]). Becka discloses a system providing a mechanism that improves operational efficiency through process automation. In one embodiment, process automation is enabled through rules that can be bound to system objects (Abstract) such as contract objects (page 2, [0028]). One of ordinary skill in the art at the time of the invention would have been motivated by Yin to modify the software objects of Gorur to permit collaboration between principal objects to achieve a task using contract objects as described by Becka. Therefore, it would have been obvious to one having ordinary skill in the art at the time of the invention was made to use the contract management system of Gorur in view of Becka with mapping described by Yin.

16. In regard to claims 22, 23, 28-30, 48, and 49, Gorur in view of Becka describes all the limitations of said claims except for the limitations of locators and identifiers. Yin describes a Contract Object comprising locators and identifiers (Figure 9, especially, Contract class, ProviderAccountId (FK), ConsumerAccountID (FK), and ParentContractId(FK)). Therefore, it

would have been obvious to one having ordinary skill in the art at the time of the invention was made to use the contract management system of Gorur in view of Becka with the locators and identifiers described by Yin.

17. In regard to claim 24, Gorur in view of Becka describes all the limitations of said claims except for the limitations “storing a metadata for the first object in the contract object.” Yin describes “storing a metadata for the first object in the contract object” (page 3, [0023], especially, “associates multiple sets of metadata elements...”, page 3, [0026], especially, “Partners add contracts, contract metadata...”, and Figure 12, especially, “CONTRACT METADATA”). Therefore, it would have been obvious to one having ordinary skill in the art at the time of the invention was made to use the contract management system of Gorur in view of Becka with the contract metadata described by Yin.

18. In regard to claims 27 and 76, Gorur in view of Becka describes all the limitations of said claim. Further, Gorur describes a collection objection (page 4, [0055], especially, “the assignment of entire groups of users to activities and rules”, and [0061], especially, “Summary tasks are similar to projects as they represent a collection of smaller activities”). However, Gorur in view of Becka do not describe the limitation “a file object”. Yin describes a file object (page 12, [0233], especially, logical object containing the file name). Therefore, it would have been obvious to one having ordinary skill in the art at the time of the invention was made to use the contract management system of Gorur in view of Becka with a file object as described by Yin.

19. Claims 32 and 72-75 are rejected under 35 U.S.C. 103(a) as being unpatentable over Becka et al. (US 2003/0074090 A1) (Becka hereafter) as applied to claims 17, 44, 77, and 78 above, and further in view of Baker et al. (US 5381545 A) (Baker hereafter).

20. In regard to claims 72, 74, and 32, Becka describes the claimed invention except for the limitation of recording an entry in a transaction log, the entry representing that the contract object is to be created to relate the first object and the second object. Baker describes recording an entry in a transaction log, the entry representing that the contract object is to be created to relate the first object and the second object (column 2, lines 57-67, e.g. a transaction management system having means for processing stored data as a series of logical units of work (LUWs), with updates to the stored data made during each LUW being committed at a commit point for that LUW; means for maintaining a log of updates made to the stored data). Becka discloses a system providing a mechanism that improves operational efficiency through process automation. In one embodiment, process automation is enabled through rules that can be bound to system objects (Abstract) such as contract objects (page 2, [0028]). One of ordinary skill in the art at the time of the invention would have been motivated by Becka to apply the well known in the art feature of data backup described by Baker to improve operational efficiency through process automation. Therefore, it would have been obvious to one having ordinary skill in the art at the time of the invention was made to use the system of Becka with the data backup of Baker to improve operational efficiency through process automation.

21. In regard to claims 73 and 75, Becka describes the claimed invention except for the limitation of removing the entry from the transaction log after the contract object is created. Baker describes the limitation of removing the entry from the transaction log after the contract

object is created (column 8, lines 34-42, e.g. writes an update entry to the recovery log, and deleted when that LUW completes). One of ordinary skill in the art at the time of the invention would have been motivated by Becka to apply the well known in the art feature of data backup described by Baker to improve operational efficiency through process automation. Therefore, it would have been obvious to one having ordinary skill in the art at the time of the invention was made to use the system of Becka with the data backup of Baker to improve operational efficiency through process automation.

22. Claims 54 and 62 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (April 2003) (Gorur hereafter), and Yin et al. (US 2002/0091539) (Yin hereafter) in view of Becka et al. (US 2003/0074090 A1) (Becka hereafter), and as applied to claims 17-24, 26-30, 32, 44-46, 48, 49, 60, 61, 68-70, and 76-78 above, and further in view of Kulkarni (1995).

23. In regard to claims 54 and 62, Gorur in view of Becka, and Yin describes the limitations of said claims. Further, Yin describes “a clause type is selected...equipment update clause...” (page 13, [0245]) wherein “the metadata for association can include contract clauses...” (page 11, [0193]). However, Gorur in view of Becka, and Yin does not describe the limitation of a rename event. Kulkarni describes a rename event such rename a file (page 85, Table 5.1). Yin describes “need exists for a method and a system to over come the...short coming of the prior art contract management system and provide a centralized contract system...a multilateral environment” (page 2, column 2, last 3 lines, to page 3, column 1, line 3). Gorur describes an “invention relates generally to enterprise management, and more specifically to a system and method for improving collaboration between entities in a work environment” (page 1, [0006]) requiring software objects (page 2, [0026]). Becka discloses a system providing a mechanism

that improves operational efficiency through process automation. In one embodiment, process automation is enabled through rules that can be bound to system objects (Abstract) such as contract objects (page 2, [0028]). Kulkarni describes a new approach to flexibility in system software (Abstract etc.) wherein contract objects are key to the new approach (page 54, section 4.1.1.5). One of ordinary skill in the art at the time of the invention would have been motivated by Yin to modify the software objects of Gorur in view of Becka, and Kulkarmi to permit collaboration between principal objects to achieve a task using contract objects. Therefore, it would have been obvious to one having ordinary skill in the art at the time of the invention was made to use the rename event of Kulkarni to overcome the short coming of the prior systems to permit collaboration between principal objects to achieve a task using contract objects.

CONCLUSION

24. Patent applicants with problems or questions regarding electronic images that can be viewed in the Patent Application Information Retrieval system (PAIR) can now contact the USPTO's Patent Electronic Business Center (Patent EBC) for assistance. Representatives are available to answer your questions daily from 6 am to midnight (EST). The toll free number is (866) 217-9197. When calling please have your application serial or patent number, the type of document you are having an image problem with, the number of pages and the specific nature of the problem. The Patent Electronic Business Center will notify applicants of the resolution of the problem within 5-7 business days. Applicants can also check PAIR to confirm that the problem has been corrected. The USPTO's Patent Electronic Business Center is a complete service center supporting all patent business on the Internet. The USPTO's PAIR system provides Internet-based access to patent application status and history information. It also

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enables applicants to view the scanned images of their own application file folder(s) as well as general patent information available to the public.

25. For all other customer support, please call the USPTO Call Center (UCC) at 800-786-9199. The USPTO's official fax number is 571-272-8300.

26. Any inquiry concerning this communication or earlier communications from the examiner should be directed to C. Dune Ly, whose telephone number is (571) 272-0716. The examiner can normally be reached on Monday-Friday from 8 A.M. to 4 P.M.

27. If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Tim Vo, can be reached on (571) 272-3642.

/Cheyne D Ly/

Primary Examiner, Art Unit 2168